

#2 Affidavit
Citicorp
3-28-82

For: ELECTRICAL CONTACTOR WITH POSITIVE TEMPERATURE
COEFFICIENT RESISTIVITY ELEMENT

New U.S. Patent Application

05657 330

- I. I am General Patent Counsel for Square D Company.
- II. Mr. William Weizhong Chen is a former employee, who terminated his employment with Square D Company on or about June 22, 2001.
- III. My assistant, Karen Pyka, on or about August 22, 2001, sent to Mr. Chen the subject application, together with the Declaration and Assignment documents, requesting his review and signature on the documents for filing with the United States Patent and Trademark Office.
- IV. On August 23, 2001, Mr. William Chen refused to sign the documents, stating that since Square D had not purchased the license of his patent, that he did not think he could sign the documents.

A G R E E M E N T

IN CONSIDERATION of my employment by the Square D Company, a corporation of Michigan, or by any of its present or future U.S. subsidiaries, (hereinafter referred to as the Company), I agree and represent as follows:

That I will communicate to the Patent Department of the Square D Company, or to the Patent Coordinator of any of its subsidiaries, all inventions conceived or made, either wholly or in part, by me along the lines of the work and investigations of the Company from the time of entering the employ of the Company until I leave;

That I will, and do hereby, assign to the Square D Company, or to the one of its subsidiaries of which I am an employee, all my right, title and interest in and to such inventions and any patents resulting therefrom and will assist the Company in every proper way, at no expense to me, to obtain patents on such inventions in any and all countries for the benefit of the Company;

That as a matter of record, I have listed on the reverse side hereof all inventions, patented or unpatented, conceived or made either wholly or in part by me prior to my employment, these prior inventions being identified by the titles and dates of the documents describing them;

That any disclosure to the Company of my prior inventions shall be on a non-confidential basis; and

That my rights and remedies arising out of any use of my prior inventions by the Company shall be limited solely to those available to me under patents which have been or may be issued.

Signed and
witnessed at Cedar Rapids IA on 08/01/94
City State Date

WITNESSES:

EMPLOYEE:

Name: William W. Chen
Please print

Signed: [Signature]

CPD-4
Rev. 12/1/78

* I am willing to transfer my current patent application to Square D based on the following two conditions:

- ① Square D will pay me all the expenses because of this patent application.
- ② After the patent is issued and commercial value is generated, Square D will recognize my contribution by paying me accordingly or something else.